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Declass Review by NGA.

May 9, 1966

Subject: Contract [redacted] Withhold Release

In the subject contract, Section F "Time and Material Provisions", Article 5 "Payments" subparagraph (A) (2) states:

"Unless otherwise set forth in the schedule, five percent (5%) of the amount due under this paragraph (a) shall be withheld from each payment by the Contracting Officer but total amount withheld shall not exceed

[redacted] Such amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (1) hereof."

Enclosed is a release as specified above for Invoices #6 and #7.

Invoice #7A, for [redacted] enclosed, is for payment of the amounts withheld from the Invoices #6 and #7. Payment of Invoice #7A will constitute final payment of the foregoing invoices.

A release for Invoices #1 thru #3 was submitted December 24, 1965 and Invoice #5A for [redacted] the withheld amount, was also submitted December 24, 1965. Invoice #5A has not been paid and a duplicate is submitted herewith.

The total amount due on the subject contract is [redacted] and payment thereof will constitute final payment on the contract. Please advise if the submitted releases are in good order.

If further information is desired please do not hesitate to call me.

Very truly yours,

May 9, 1966

✓ CC: Technical Representative of the Contracting Officer

ENCL: (1) Executed Release for Invoices #6 and #7

ENCL: (2) Invoice #7A for payment of withhold of
Invoices #6 and #7

ENCL: (3) Duplicate Invoice #5A for payment of
withhold of Invoices #1 thru #5.

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Subject: Contract [redacted] Release for Invoice(s)
#6 and #7.

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In accordance with Section F "Time and Material Provisions," Article 6 "Payments" subparagraph (2) of the subject contract, [redacted] hereby executes and delivers, at the time or and as a condition precedent to final payment of subject invoice(s) under the subject contract, this release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations and claims arising out of or under this contract subject only to the following exceptions:

- (i) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the contractor;
- (ii) claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and
- (iii) claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents.

List of known claims:

None

List of assignees under this contract and releases enclosed:

There are no assignees under this contract.



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